



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 3/27/2024

Contract/Agreement Vendor: Instructure - Heather Grogan

Name of Vendor & Contact Person
heather.grogan@instructure.com
Vendor Email Address

Dates of Service: 7/1/24 - 6/30/25

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Staff & Students

Reason/Audience to benefit

4/15/24

BOE Date

\$ 158,242.50

Amount of agreement

Person Submitting Contract/Agreement for Review: Brandon Chitty

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: [Signature]

Does this Contract/Agreement utilize technology? YES/NO
If yes, Technology Admin: [Signature]

Leadership Team Member: Harsh Dyer

Funding Source: 11/164 Fund/Project 164-1000-653-100-1050-000- Site OCAS Coding

Consent

Action

Accept and approve the New agreement between Broken Arrow Public Schools and Canvas by Instructure, providing Canvas Cloud subscriptions for all students and faculty K-12. Canvas is a sole source vendor. Total cost to the District for one year is \$158,242.50 and will be paid with general fund./ B.Chitty

Summary *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



Services Order Form

Order #: Q-235093-7
Date: 2022-06-21
Offer Valid Through: 2022-06-29

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Broken Arrow Public Schools

Address: 701 S. Main Street
City: BROKEN ARROW
State/Province: Oklahoma
Zip/Postal Code: 74012
Country: United States

Order Information
Billing Frequency: Annually Upfront Upon Start Date
Payment Terms: Net 30

Billing Contact

Primary Contact

Name:
Email:
Phone:

Name: Brandon Chitty
Email: blchitty@baschools.org
Phone: +1 918 449 5600

Billing Frequency Term:

Non-recurring items will be invoiced upon signing. Recurring items will be invoiced on the subscription start date.

Year 1

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Eligibility Dashboard, Canvas Cloud Subscription, and Year 1 Total.

Year 2

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Eligibility Dashboard, Canvas Cloud Subscription, and Year 2 Total.

Year 3

Description	Start Date	End Date	Metric	Qty	Price	Amount
Eligibility Dashboard - Maintenance, Hosting, and Support	2024-07-01	2025-06-30	Per Year	1	USD 14,332.50	USD 14,332.50
Canvas Cloud Subscription	2024-07-01	2025-06-30	User	19,500	USD 7.38	USD 143,910.00
Recurring Sub-Total						USD 158,242.50
Year 3 Total						USD 158,242.50

Year 4

Description	Start Date	End Date	Metric	Qty	Price	Amount
Eligibility Dashboard - Maintenance, Hosting, and Support	2025-07-01	2026-06-30	Per Year	1	USD 15,049.00	USD 15,049.00
Canvas Cloud Subscription	2025-07-01	2026-06-30	User	19,500	USD 7.60	USD 148,200.00
Recurring Sub-Total						USD 163,249.00
Year 4 Total						USD 163,249.00

Year 5

Description	Start Date	End Date	Metric	Qty	Price	Amount
Eligibility Dashboard - Maintenance, Hosting, and Support	2026-07-01	2027-06-30	Per Year	1	USD 15,801.50	USD 15,801.50
Canvas Cloud Subscription	2026-07-01	2027-06-30	User	19,500	USD 7.83	USD 152,685.00
Recurring Sub-Total						USD 168,486.50
Year 5 Total						USD 168,486.50
Grand Total:						USD 788,263.00

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Annual Opt-In: The Customer has the annual option to extend the Agreement following Board approval for the following year listed on the Order Form after Year 1 by providing written notification to Instructure. Any amounts paid by the customer to Instructure will not be refunded.

Miscellaneous: Instructure's support terms are available as follows:

Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>

Portfolium: <https://portfolium.com/support-terms>

MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.


PURCHASE ORDER INFORMATION	TAX INFORMATION
<p>Is a Purchase Order required for the purchase or payment of the products on this order form?</p> <p>Please Enter (Yes or No): _____</p> <p>If yes, please enter PO Number: _____</p>	<p>Check here if your company is exempt from US state sales tax : _____</p> <p><i>Please email all US state sales tax exemption certifications to ar@instructure.com</i></p>

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Broken Arrow Public Schools

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	
Name:	Jeff Ebert
Title:	Sr. Manager, Deal Desk
Date:	06/21/2022

Statement of Work



Broken Arrow Public Schools

Eligibility Dashboard - Maintenance, Hosting, and Support Renewal

SUBMITTED BY:

Tyler Wade
March 11, 2022

This Statement of Work ("SOW") is governed by the terms and conditions of the Instructure Professional Services Agreement between the parties.

Summary

Broken Arrow Public Schools (“**Customer**”) is engaging Instructure Professional Services (“**Instructure**”) to renew an agreement (“Broken Arrow Eligibility LTI SOW 20171201”, executed 12/1/2017) to host, maintain, and support the Eligibility Dashboard (“the **Solution**”).

Fees & Billing

Hosting, Maintenance, and Support Costs

DESCRIPTION	START DATE	END DATE	AMOUNT
Year 1	7/1/2022	6/30/2023	\$13,000
Year 2	7/1/2023	6/30/2024	\$13,650
Year 3	7/1/2024	6/30/2025	\$14,332.50
Year 4	7/1/2025	6/30/2026	\$15,409
Year 5	7/1/2026	6/30/2027	15,801.50

The first annual maintenance invoice will be prorated to align with Customer’s Canvas subscription renewal and will be generated with the invoices for the Customer’s Canvas subscription renewal. Invoices are due at net 30 days.

Maintenance and support will be provided at the amounts quoted in the table above, provided Customer retains an active subscription contract with Instructure.

After the period(s) quoted in the table above, the following applies:

- Instructure reserves the right to review and adjust hosting, maintenance, and support costs annually and will provide notice of changes. If no review occurs, maintenance fees will increase by 5% annually.
- Either Instructure or Customer may opt out of continuing maintenance and support by providing written notice 60 days before the Solution-delivery anniversary date. There will be no refunds provided if either party opts out of maintenance and support.

Maintenance & Support

Instructure agrees to provide maintenance and support to the Solution as detailed below. Support request responses will be handled according to the service level in Customer's purchased support package.

INCLUDED	EXCLUDED
<ul style="list-style-type: none"> ● Instructure Support Desk answers Customer's questions. ● Instructure Professional Services prioritizes and fixes bugs reported to Support Desk. Bugs are: <ul style="list-style-type: none"> ○ Features or processes not performing as defined in this SOW, including issues caused by supported browser updates. ○ Solution outages. ○ User access issues. ● Instructure Professional Services hosts the Solution; includes scheduled tasks and running the custom Solution code. 	<ul style="list-style-type: none"> ● Any modifications to the Solution other than bug fixes, including but not limited to Solution changes to utilize feature enhancements or new features for Instructure's core products. ● Any modifications to the Solution necessary to support changes to an integrated application. <ul style="list-style-type: none"> ○ Adding these at Customer request requires a separate SOW. ○ Instructure may opt to apply these changes (at no charge to Customer) to meet its business needs and maintain the Solution's functional integrity.

Expiration & Effective Date

This SOW is only valid if signed and returned to Instructure thirty (30) days following the Version date (shown in the footer) of the document ("**Expiration Date**"). Instructure has the right, in its sole discretion, to reject this SOW if it is received after the Expiration Date; acceptance of this SOW after the Expiration Date is subject to Instructure's discretionary review and revision. The Effective Date of this SOW is the date of the last signature below.

—Signature page follows—

Agreed To & Accepted By

Instructure, Inc.

Broken Arrow Public Schools

Signature:



Signature:

By: Jeff Ebert

By:

Title: Sr. Manager, Deal Desk

Title:

Date: 06/21/2022

Date:

Address:

Address:

6330 S 3000 E
Suite 700
Salt Lake City, UT 84121